Held, the defendant was to choose a site, and having chosen this as the most convenient, could not be compelled to remove. *Allison* v. *C. & S. L. Ry. Co.*, 92 L. T. 313 (Eng. Ch. Div.)

The decision seems unsound, inasmuch as the site chosen for the exercise of a trade is a *convenient* one only when it is carried on where no injury results to others from it. *Tipping* v. *St. Helen Smelting Co.*, 11 H. L. Cas, 642; *Bamford* v. *Turnley*, 3 B. & S. 62 (overruling *Hole* v. *Barlow*, 4 C. B. N. S. 334). In prosecutions or actions for nuisances, the courts will not balance conveniences; but when the right and its violation are clear, there can be no excuse urged that would protect the person or corporation that causes the injury from all the consequences, civil or criminal. *The Attorney-General* v. *Leeds*, 39 L. J. 354; *Stockport Waterworks Co.* v. *Potter*, 7 H. & N. 167; *Pinckney* v. *Ewens*, 3 L. T. N. S. 741.

TRUSTS — PROCEEDS FROM COLLECTION OF DRAFT. — A bank received a draft for collection, with directions to remit the proceeds to a third bank. Collection was made, but proceeds were not remitted. After a few days a receiver was appointed for collecting bank. *Held*, he cannot be charged as trustee. *Merchants' & Farmers' Bank* v. *Austin*, 48 Fed. Rep. 25 (Ala.)

TRUST — STATUTE OF LIMITATIONS — A debt secured by a deed of trust is barred by the Statute of Limitations. *Held*, that if trustee refuses to exercise his power of sale, court would not appoint a substitute trustee, as that would amount to enforcing a barred debt. *Fuller* v. *Oneal*, 18 S. W. Rep. 479 (Texas).

The decision seems unsound, as it would allow the trustee to keep the property, since the debtor could not compel a reconveyance, the debt not having been paid. In case of a debt secured by a trust, there is no limitation as regards time to the lien of the debt short of a presumption of payment from lapse of time. Angell on Limitations, § 468; 8 Watt, 504.

A CORRECTION.

PARTNERSHIP — RIGHTS OF RETIRING PARTNERS. — In commenting on the case of *Williams* v. *Farrand*, 50 N. W. Rep. 446 (Mich.), which related to the rights of retiring partners, we were in error in supposing that the case was opposed to the present English law. It is opposed to the doctrine of *Labouchere* v. *Dawson*, L. R. 13 Eq. 322, but that case had been practically overruled by *Pearson* v. *Pearson*, 27 Ch. Div. 145, and *Vernon* v. *Hallam*, 34 Ch. D. 748. And see Lindley on Partnership, p. 440. It may be added that the doctrine of *Labouchere* v. *Dawson* has much to recommend it, and it was overthrown by only a majority of the court.

REVIEW.

A TREATISE ON THE LAW RELATING TO PUBLIC OFFICERS AND SURETIES IN OFFICIAL BONDS, by Montgomery H. Throop. New York: The J. T. Johnson Co., 1892. pp. clxxix and 963.

This book cannot but prove of great value to the practising lawyer. "It aims to collect, arrange in a logical and convenient form, apply, and comment upon the general rules of law relating to all public officers, from the highest to the lowest, and sureties in their official bonds, as found in the adjudications of the courts in England and in this country." It has accomplished its avowed purpose. It contains a thorough and careful treatment of the subject, dealing rather with general principles than with local law, and has an exhaustive collection of cases. A book such as this, which brings into a comparatively small compass and arranges in a convenient form all the authorities on a certain branch of the law, is a most valuable aid to the lawyer.

Its usefulness is increased by a most admirable arrangement. In addition to the Table of Contents, Index, and Table of Cases, it contains a carefully prepared Analysis, which will materially help the reader.

The work of the publishers is admirably done. The book will be found to be an attractive as well as a useful addition to the lawyer's library.